

# EXHIBIT B



## ASSIGNMENT OF LEASE AND LEASE MODIFICATION

THIS ASSIGNMENT OF LEASE AND LEASE MODIFICATION (this "Assignment") is made as of the 20 day of June, 2018, between UEA PREMIER MOTORS CORP., a New York corporation ("Assignor"), and NORTSHORE MOTOR LEASING LLC, a New York limited liability company ("Assignee"), and 180 MICHAEL DRIVE LLC, a New York limited liability company ("Landlord").

### Recitals

WHEREAS, pursuant to an Agreement of Lease dated February 1, 2016, by and between Landlord's predecessor-in-interest, 345 Underhill, L.L.C., as landlord, and Assignor, as tenant, (said Agreement of Lease, as amended to date, the "Lease"), Landlord leased to Assignor approximately 20,000 square feet (the "Premises") in the building known as 180 Michael Drive, Syosset, NY (the "Building"), said premises being more particularly described in the Lease;

WHEREAS, Assignor desires to assign its interest in the Lease to the Assignee, and the Assignee desires to accept the assignment thereof, upon the following terms and conditions.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date hereof (the "Effective Date"), the Assignor hereby assigns and transfers to the Assignee and its successors and assigns all of its right, title and interest in and to the Lease hereinbefore described. Assignee hereby agrees to and does accept the assignment, and in addition, expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled by the Assignor as the tenant under the Lease. Assignee acknowledges that this Assignment shall not constitute a release from the further performance of the provisions on its part to be observed or performed under the Lease. Landlord hereby consents to the assignment subject to the terms hereof.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. the Lease is in full force and effect and has not been modified or amended, except as otherwise expressly set forth on Exhibit A attached hereto;

b. Assignor has not received or given any written notice as to any alleged default under the Lease which remains uncured, and there are no defaults under the Lease beyond any applicable grace and cure periods and no event has occurred which with the giving of notice or passage of time would constitute a default under the Lease;

c. Assignor has not pledged, assigned, hypothecated or encumbered in any way its interest under the Lease;



d. no one other than Assignor has acquired through or under Assignor any right, title or interest in or to the Lease, except as otherwise expressly set forth in this Assignment; and

e. Assignor has the power to and can validly assign its interest under the Lease.

3. Representation of Assignee. Assignee represents that it has full power and authority to assume the obligations of "Tenant" under the Lease, to be assumed by it hereunder, and to perform the applicable obligations thereunder.

4. Representations of Guarantor: Sara Deo and Anthony Deo (collectively, "Guarantor") hereby represent and warrant that Guarantor owns 100% of the membership or other equity interest in Assignee, and acknowledge that Landlord is relying on said representation and warranty in consenting to the assignment of Tenant's interest in the Lease to Assignee.

5. General. This Assignment may not be changed or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. The covenants, agreements, terms, provisions and conditions contained in this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices. Notwithstanding anything to the contrary set forth in Section 24.1 of the Lease (as said Section may have been amended from time to time), any notice, demand, request, consent, approval or other communication under the Lease shall be addressed as follows:

(i) to Landlord at:

180 MICHAEL DRIVE LLC  
c/o Taub Development LLC  
180 Michael Drive-109-A  
Syosset, NY 11791  
Attention: Legal

with a copy to:

Douglas Gladstone, Esq.  
Goldfarb & Fleece LLP  
560 Lexington Avenue, 6<sup>th</sup> Floor  
New York, NY 10022

(ii) to Tenant at:

Northshore Motor Leasing LLC  
180 Michael Drive  
Syosset, NY 11791



7. Broker. Assignor and Assignee each represent that it dealt with no broker in respect of this Assignment. Assignor and Assignee shall indemnify and hold the other party harmless from any liability arising from any breach of the foregoing representation.

8. Governing Law. This Assignment and its interpretation and enforcement shall be governed by the laws of the State of New York.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

10. Consent. This Assignment is expressly subject to the consent of the Landlord under the Lease.



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

UEA PREMIER MOTORS CORP.


By: 

Name: SARA DEO

Title: CEO

ASSIGNEE:

NORTHSHORE MOTOR LEASING LLC

By: 

Name: SARA DEO

Title: CEO

AFFIRMATION OF GUARANTY:


The undersigned acknowledge this Assignment as being a part of the Lease for purposes of the Guaranty and further acknowledge and reaffirm their continued obligations under the Guaranty to guaranty the payment and performance of the Obligations (as defined in the Guaranty) pursuant to the terms of the Guaranty.

  
SARA DEO

  
ANTHONY DEO

ACCEPTED AND AGREED:

180 MICHAEL DRIVE LLC

By: 

Name: Marc D Raub

Title: manager

Notarising for Sara Deo  
and Anthony Deo.  
6/20/18

Rajni Khanna

